

A G E N D A

BOARD OF LIBRARY COMMISSIONERS CITY OF LOS ANGELES

THURSDAY, MAY 9, 2013

**CENTRAL LIBRARY
BOARD ROOM, 4th FLOOR
630 W. 5TH STREET
LOS ANGELES, CA 90071**

TIME: 11:00 A.M.

AGENDA: In compliance with Government Code Section 54957.5, you may view the agenda and all available documents related to the items at the Central Library's Information Desk or via the Internet at: http://www.lapl.org/about/blc_docs.html.

RULES OF DECORUM: Persons addressing the Commission shall not make impertinent, slanderous or profane remarks to the Commission, any member of the Commission, staff or general public, nor utter loud, threatening, personal or abusive language, nor engage in any other disorderly conduct that disrupts or disturbs the orderly conduct of any Commission Meeting and prevents the Commission from carrying out its public business. At the discretion of the Commission President or upon a majority vote of the Commission, the Commission President may order removed from the Commission meeting place any person who fails to observe the rules of decorum. Any person who has been ordered removed from a meeting may be charged with a violation of Penal Code Section 403, or other appropriate Penal Code or Los Angeles Municipal Code sections.

- 1. ROLL CALL**
- 2. MINUTES FOR APPROVAL:** Regular Meeting - 4/11/13
- 3. PUBLIC COMMENTS ON MATTERS
WITHIN THE BOARD'S JURISDICTION**

(In accordance with Board Policy, a total of 15 minutes shall be allocated for public comment not to exceed three (3) minutes per speaker. Items arising during the public comment portion of the meeting shall be referred by the President to the staff or Board Committee for appropriate action or report back thereon to the Board.)
- 4. CITY LIBRARIAN'S COMMENTS
AND ANNOUNCEMENTS**
- 5. CITY LIBRARIAN'S REPORTS**

CONSENT CALENDAR

(Commissioners who wish to discuss particular items should ask that such items be called as Special. The remaining items will be subject to a single vote.)

- a. **RECOMMENDATION TO ACCEPT THE FOLLOWING GIFTS:** (EXHIBIT "A")

\$10,000 From the Patricia F. Kulha Trust to the John C. Fremont
Branch Library for programs and materials

\$6,000 From the Friends of the Encino-Tarzana Branch Library
for the "Hot Off The Press" Bestseller Program

- \$6,000 From the Friends of the Kaufman Brentwood Branch Library for the "Hot Off The Press" Bestseller Program at the Donald Bruce Kaufman-Brentwood Branch Library
- \$6,000 From the Friends of the Platt Library for the "Hot Off The Press" Bestseller Program
- \$6,000 From the Sherman Oaks Friends of the Library for the "Hot Off The Press" Bestseller Program
- \$6,000 From the Friends of the Westwood Library for the "Hot Off The Press" Bestseller Program at the Westwood Branch Library
- \$3,000 From the Friends of the Atwater Village Branch Library for the "Hot Off The Press" Bestseller Program
- \$3,000 From the Friends of the John C. Fremont Branch, Los Angeles Library Association for the "Hot Off The Press" Bestseller Program
- \$3,000 From the Friends of the Studio City Branch Library for the "Hot Off The Press" Bestseller Program
- \$3,000 From the Friends of the Venice Library for the "Hot Off The Press" Bestseller Program at the Venice-Abbot Kinney Memorial Branch Library
- \$3,000 From the Friends of the Library Westchester-Loyola Village Branch for the "Hot Off The Press" Bestseller Program
- \$2,789.92 From the Friends of the Memorial Library
(Value of four lounge chairs for the reading room)
- b. RECOMMENDATION TO ACCEPT CALIFORNIA LIBRARY LITERACY SERVICES GRANT OF \$7,000 FOR THE ADULT LITERACY SERVICES PROGRAM FOR FY 2012-2013 (EXHIBIT "B")

BOARD DISCUSSION

- c. RECOMMENDATION OF APPROVAL OF CONSENT TO ASSIGNMENT AGREEMENT AND FIRST AMENDMENT TO CENTRAL LIBRARY LANDSCAPE AREAS MAINTENANCE AGREEMENT NO. 758 (EXHIBIT "C")

- d. RECOMMENDATION TO APPROVE CONTRACT WITH RUSSELL PYLE FOR AUDIOVISUAL CONSULTANT SERVICES (EXHIBIT "D")
 - e. ORAL UPDATE ON THE PROPOSED BUDGET FOR FISCAL YEAR 2013-2014
 - f. PRESENTATION ON SUMMER READING AND SUMMER MEALS PROGRAM
- 6. VARIOUS COMMUNICATIONS: NONE
 - 7. COMMISSIONERS' COMMENTS, ANNOUNCEMENTS AND REVIEW OF MATTERS PENDING
 - 8. ADJOURNMENT

NEXT BOARD MEETING NOTICE

THE NEXT BOARD MEETING IS SCHEDULED FOR THURSDAY, **JUNE 13, 2013**, AT THE CENTRAL LIBRARY, 630 WEST FIFTH STREET, LOS ANGELES, CA 90071, CONVENING AT 11:00 A.M.

FINALIZATION OF BOARD ACTIONS - CHARTER SECTION 245: In accordance with Charter Section 245, actions of the Board of Library Commissioners shall become final at the expiration of the next five (5) meeting days of the City Council during which the Council has convened in regular session.

PARKING: Reduced parking rate validation can be obtained by showing your library card at the Information Desk, and is only valid for parking on the Westlawn Garage at 524 S. Flower Street. The Westlawn Garage is not owned or operated by the Library Department. Additional information is available at www.lapl.org.

Title II of the American with Disabilities Act: the City of Los Angeles does not discriminate on the basis of disability and upon request will provide reasonable accommodations to ensure equal access to its programs, services, and activities.


POSTED – 5/6/2013

FOR INFORMATION CONTACT: LIBRARY COMMISSION OFFICE (213) 228-7530

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

May 9, 2013

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF GIFT FROM PATRICIA F. KULHA TRUSTEE,
PATRICIA F. KULHA TRUST**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, That a gift of \$10,000 received from Patricia F. Kulha Trustee, Patricia F. Kulha Trust for donation to the John C. Fremont Branch Library be accepted; and

FURTHER RESOLVED, That a letter of thanks be sent to Patricia F. Kulha Trustee, Patricia F. Kulha Trust expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. This gift of \$10,000 will be used for programs and library materials for the John C. Fremont Branch Library.
2. A letter of thanks should be sent to:

Patricia F. Kulha TTEE
Patricia F. Kulha Trust
(address on file)


Prepared by: Paul Montgomerie, Hollywood Area Manager

Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 9, 2013

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF ENCINO-TARZANA
BRANCH LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of \$6,000 received from The Friends of Encino-Tarzana Branch Library, for the benefit of the Encino -Tarzana Branch Library be accepted; and

FURTHER RESOLVED, That a letter of thanks be sent to The Friends of Encino-Tarzana Branch Library, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. The gift of \$6,000 is for the "Hot Off The Press" Bestseller Program.
2. A letter of thanks should be sent to:

Ms Adele Druck, President
Friends of Encino-Tarzana Branch Library
18231 Ventura Blvd.,
Tarzana, CA 91356

Prepared by: Ruth Seid, West Valley Area Manager

Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 9, 2013

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE KAUFMAN
BRENTWOOD BRANCH LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of \$6,000 received from The Friends of the Kaufman Brentwood Branch Library, for the benefit of the Donald Bruce Kaufman - Brentwood Branch Library be accepted; and

FURTHER RESOLVED, That a letter of thanks be sent to The Friends of the Kaufman Brentwood Branch Library, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. The gift of \$6,000 is for the "Hot Off The Press" Bestseller Program.
2. A letter of thanks should be sent to:

Ms. Mary Ann Garvey, President
Friends of the Kaufman Brentwood Branch Library
11820 San Vicente Blvd.
Los Angeles, CA 90049

Prepared by: Ken Blum, Western Area Manager

Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 9, 2013

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian *JS*

SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE PLATT
LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, That a gift of \$6,000 received from The Friends of the Platt Library, for the benefit of the Platt Branch Library be accepted; and

FURTHER RESOLVED, That a letter of thanks be sent to The Friends of the Platt Library, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. The gift of \$6,000 is for the "Hot Off The Press" Bestseller Program.
2. A letter of thanks should be sent to:

Ms. Annie Haas, President
Friends of the Platt Library
23600 Victory Blvd.,
Woodland Hills, CA 91376

Prepared by: Ruth Seid, West Valley Area Manager

Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 9, 2013

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian *JS*

SUBJECT: **ACCEPTANCE OF GIFT FROM THE SHERMAN OAKS FRIENDS OF
THE LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, That a gift of \$6,000 received from The Sherman Oaks Friends of the Library, for the benefit of the Sherman Oaks Branch Library be accepted; and

FURTHER RESOLVED, That a letter of thanks be sent to The Sherman Oaks Friends of the Library, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. The gift of \$6,000 is for the "Hot Off The Press" Bestseller Program.
2. A letter of thanks should be sent to:

Ms. Judy Stewart, President
Sherman Oaks Friends of the Library
14245 Moorpark Street
Sherman Oaks, CA 91423


Prepared by: Emily Fate, East Valley Area Manager

Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 9, 2013

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF WESTWOOD
LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of \$6,000 received from The Friends of Westwood Library, for the benefit of the Westwood Branch Library be accepted; and

FURTHER RESOLVED, That a letter of thanks be sent to The Friends of Westwood Library, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. The gift of \$6,000 is for the "Hot Off The Press" Bestseller Program.
2. A letter of thanks should be sent to:

Ms. Laura Winikow, President
Friends of Westwood Library
1246 Glendon Avenue
Los Angeles, CA 90024


Prepared by: Ken Blum, Western Area Manager

Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 9, 2013

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE ATWATER
VILLAGE BRANCH LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, That a gift of \$3,000 received from The Friends of the Atwater Village Branch Library, for the benefit of the Atwater Village Branch Library be accepted; and

FURTHER RESOLVED, That a letter of thanks be sent to The Friends of the Atwater Village Branch Library, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. The gift of \$3,000 is for the "Hot Off The Press" Bestseller Program.
2. A letter of thanks should be sent to:

Ms. Patricia L. Desmarais, President
Friends of the Atwater Village Branch Library
3379 Glendale Blvd.
Los Angeles, CA 90039

Prepared by: Paul Montgomerie, Hollywood Area Manager

Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 9, 2013

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE JOHN C.
FREMONT BRANCH, LOS ANGELES LIBRARY ASSOCIATION**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, That a gift of \$3,000 received from The Friends of the John C. Fremont Branch, Los Angeles Library Association, for the benefit of the John C. Fremont Branch Library be accepted; and

FURTHER RESOLVED, That a letter of thanks be sent to The Friends of the John C. Fremont Branch, Los Angeles Library Association, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. The gift of \$3,000 is for the "Hot Off The Press" Bestseller Program.
2. A letter of thanks should be sent to:

Mr. Ted Poyser, President
Friends of the John C. Fremont Branch,
Los Angeles Library Association
6121 Melrose Avenue
Los Angeles, CA 90038


Prepared by: Paul Montgomerie, Hollywood Area Manager

Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 9, 2013

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF STUDIO CITY
BRANCH LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of \$3,000 received from The Friends of Studio City Branch Library, for the benefit of the Studio City Branch Library be accepted; and

FURTHER RESOLVED, That a letter of thanks be sent to The Friends of Studio City Branch Library, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. The gift of \$3,000 is for the "Hot Off The Press" Bestseller Program.
2. A letter of thanks should be sent to:


Ms. April Howard, President
Friends of Studio City Branch Library
Studio City, CA 91604

Prepared by: Emily Fate, East Valley Area Manager

Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 9, 2013

TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian 
SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE VENICE
LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of \$3,000 received from The Friends of the Venice Library, for the benefit of the Venice – Abbot Kinney Memorial Branch Library be accepted; and

FURTHER RESOLVED, That a letter of thanks be sent to The Friends of the Venice Library, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. The gift of \$3,000 is for the "Hot Off The Press" Bestseller Program.
2. A letter of thanks should be sent to:

Ms. Carol Jones, President
The Friends of the Venice Library
501 S. Venice Blvd.
Venice, CA 90291


Prepared by: Ken Blum, Western Area Manager

Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 9, 2013

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE LIBRARY
WESTCHESTER-LOYOLA VILLAGE BRANCH**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of \$3,000 received from The Friends of the Library Westchester-Loyola Village Branch, for the benefit of the Westchester-Loyola Village Branch Library be accepted; and

FURTHER RESOLVED, That a letter of thanks be sent to The Friends of the Library Westchester-Loyola Village Branch, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. The gift of \$3,000 is for the "Hot Off The Press" Bestseller Program.
2. A letter of thanks should be sent to:

Ms. Sonya "Sunny" Martin, President
Friends of the Library Westchester-Loyola Village Branch
7114 W. Manchester Avenue
Los Angeles, CA 90045


Prepared by: Ken Blum, Western Area Manager

Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 9, 2013

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE MEMORIAL LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of 4 lounge chairs valued at \$2,789.92 received from the Friends of the Memorial Library, to be utilized by the Memorial Branch Library be accepted; and

FURTHER RESOLVED, That a letter of thanks be sent to the Friends of the Memorial Library, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. This gift of 4 lounge chairs valued at \$2,789.02 will be used to provide comfortable seating in the reading room at the Memorial Branch Library.
2. A letter of thanks should be sent to:

Ms. Samantha Anderson, President
Friends of the Memorial Library
4625 W. Olympic Blvd
Los Angeles, CA 90019


Prepared by: Paul Montgomerie, Hollywood Area Manager

Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 9, 2013

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF CALIFORNIA LIBRARY LITERACY SERVICES
(CLLS) GRANT FOR LITERACY SERVICES FOR FY 2012/2013**

RECOMMENDATION:

That the Board of Library Commissioners adopt the following resolution:

RESOLVED, That the Board of Library Commissioners accepts the California Library Literacy Services (CLLS) reimbursement grant of \$7,000 for the Los Angeles Public Library's Literacy Services for the Fiscal Year 2012/2013.

FINDINGS:

1. On January 10, 2013, the California State Library announced that the Los Angeles Public Library Adult Literacy Services program was eligible for the LSTA Literacy Initiatives - Literacy Material Funds Reimbursement Program.
2. The amount set aside for reimbursement via the Literacy Materials Funds Reimbursement Program was \$7,000 and was based on the number of adult learners served by the Los Angeles Public Library in 2011/2012.
3. These funds are to purchase materials most needed by the Los Angeles Public Library Adult Literacy Services program. These include books or computer programs used to assist the adult learners.
4. These funds must be accepted by the Board of Library Commissioners to activate this award.


Prepared by: Candice Mack, Senior Librarian, Volunteer Services

Reviewed by: Kris Morita, Assistant General Manager

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 9, 2013

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **APPROVAL OF CONSENT TO ASSIGNMENT AGREEMENT AND
FIRST AMENDMENT TO CENTRAL LIBRARY LANDSCAPE AREAS
MAINTENANCE AGREEMENT NO. 758**

RECOMMENDATIONS:

THAT The Board of Library Commissioners, adopt the following resolutions:

RESOLVED, That the Board of Library Commissioners (BLC) approves the Consent to Assignment for the benefit of Beringia Central LLC and Library Square Associates, LLC; and

FURTHER RESOLVED, that the BLC approves the First Amendment to the Central Library Landscape Areas Maintenance Agreement No. 758 between the City and Beringia Central LLC for the maintenance of the Maguire Gardens, Central Library landscape and vicinity (the "First Amendment"); and

FURTHER RESOLVED, That the City Attorney and the City Librarian be authorized to make technical changes to the Consent to Assignment and First Amendment prior to execution; and,

FURTHER RESOLVED, That the Board President be authorized to execute the Consent to Assignment and First Amendment upon receipt of the required approvals.

FINDINGS:

1. On September 11, 2011, the Board of Library Commissioners approved Agreement No. 758 with Library Square Associates, LLC for the maintenance of the Maguire Gardens, Central Library landscape and vicinity. That agreement will expire on October 3, 2013.
2. Library Square Associates, LLC, which is a subsidiary of MPG Office Trust, Inc., recently announced that it has entered into an agreement to sell real properties known as 633 West Fifth Street (U.S. Bank Tower) and 524 South Flower Street (Maguire Gardens and West Lawn Garage) to Beringia Central LLC. In connection with the intended sale of the buildings, MPG is requesting consent to the assignment of the Central Library landscaping agreement to Beringia Central LLC.

3. Beringia Central LLC will assume all rights, title and interest in the agreement, including the duties, covenants, obligations and liabilities of Library Square Associates, LLC, upon execution of the amendment to the agreement.
4. The contracts have been reviewed by the Deputy City Attorney as to form.

Prepared by: Kyle Millager, Business Manager

Reviewed by: Kris Morita, Assistant General Manager

Attachments

CONSENT TO ASSIGNMENT

THIS CONSENT TO ASSIGNMENT (this "Consent") is made as of _____, 2013, by the CITY OF LOS ANGELES, a municipal corporation, acting by and through the Board of Library Commissioners (the "City"), for the benefit of LIBRARY SQUARE ASSOCIATES, LLC ("Assignor") and BERINGIA CENTRAL LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. The City and Assignor are parties to that certain Agreement for Maintenance of Central Library Landscape Areas dated October 4, 2010 (the "Agreement"), relating to the maintenance of the Library Plaza Landscaping and Library Service Drive (each, as defined in the Agreement).

B. Pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions dated March 11, 2013 (the "Purchase Agreement"), by and between Assignor and Assignee, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, among other things, certain real property commonly known as 633 West Fifth Street and 524 South Flower Street in the City of Los Angeles, State of California, which real property is located near the Library Plaza Landscaping and Library Service Drive.

C. In connection with the closing of the transaction under the Purchase Agreement, effective as of the closing of the transaction thereunder (the "Assignment Effective Date"), if at all, Assignor desires to assign all of its right, title and interest in and to the Agreement to Assignee, and Assignee desires to assume all of the duties, covenants, obligations and liabilities of Assignor under the Agreement, in each case pursuant to an assignment and assumption agreement in substantially the form attached hereto as Exhibit A (the "Assignment").

D. Each of Assignor and Assignee desire to obtain the City's consent to the Assignment and the City is willing to consent to the same, but only upon the terms and conditions set forth herein, and provided that the closing under the Purchase Agreement is consummated.

CONSENT

NOW, THEREFORE, the City hereby agrees as follows:

1. Consent of City to Assignment. The City hereby consents to the Assignment effective as of the Assignment Effective Date, provided that the Assignee is in compliance with the City's contracting requirements, including the execution of a first amendment to the Agreement substituting Assignee for Assignor thereunder, which first amendment, when executed, will confirm that Assignee has complied with all of the City's contracting requirements.
2. Release of Assignor. The City hereby releases Assignor from any obligations, covenants, terms or conditions under the Agreement with respect to periods from

and after the Assignment Effective Date; provided, however, the foregoing shall in no event release Assignor from any liability for any of the obligations, covenants, terms or conditions under the Agreement with respect to periods prior to the Assignment Effective Date.

3. No Further Implied Consents to Assignments. The City's consent as provided herein shall not constitute the City's consent to any subsequent assignment of the Agreement requiring the City's consent.

[Signature Page Follows]

IN WITNESS WHEREOF, the City has executed this Consent effective as of the date first above written.

CITY:

CITY OF LOS ANGELES,
a Municipal Corporation, acting by and
through the Board of Library Commissioners

By: _____

Name: _____

Title: _____

EXHIBIT A

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT (this "Assignment") is made and entered into as of the ___ day of _____, 2013 (the "Effective Date"), by and between LIBRARY SQUARE ASSOCIATES, LLC, a Delaware limited liability company ("Assignor"), and BERINGIA CENTRAL LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated as of March 11, 2013 (as the same may have been amended prior to the date hereof, the "Purchase Agreement"), pursuant to which, *inter alia*, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, certain real property commonly known as 633 West Fifth Street and 524 South Flower Street, City of Los Angeles, County of Los Angeles, State of California, and more particularly described in the Purchase Agreement (the "Real Property"). Capitalized terms used herein and not separately defined have the meanings ascribed to them in the Purchase Agreement.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date, Assignor does hereby assign, sell, transfer, set over and deliver to Assignee all of Assignor's assignable right, title and interest in, to and under that certain Agreement for Maintenance of Central Library Landscape Areas dated October 4, 2010, by and between the City of Los Angeles, a municipal corporation, acting by and through the Board of Library Commissioners, and Assignor (the "Assigned Contract"), subject to the terms and conditions hereinafter set forth and the representations, warranties, covenants and limitations set forth in the Purchase Agreement.

1. Assignee hereby accepts such assignment by Assignor and agrees to fully perform and assume all of the obligations and liabilities of Assignor under or in connection with the Assigned Contract first arising from and after the Effective Date.

2. Assignor hereby acknowledges that Assignor has retained, and Assignee shall not assume, or be responsible for, any of the obligations, covenants, terms and conditions of the Assigned Contract, to the extent such obligations, covenants, terms and conditions were to be performed or observed by Assignor thereunder prior to the Effective Date, but excluding any obligations, covenants, terms or conditions to the extent Assignee received a credit pursuant to Section 4.5 of the Purchase Agreement or otherwise has expressly assumed the obligations and liabilities therefor pursuant to the Purchase Agreement (the "Assumed Purchase Agreement Obligations").

3. Subject to Section 5.7 of the Purchase Agreement, Assignor shall indemnify, protect and defend Assignee and hold Assignee harmless from and against any and

all Losses pertaining to the obligations and liabilities under the Assigned Contract to be performed or observed by Assignor thereunder prior to the Effective Date, but excluding the Assumed Purchase Agreement Obligations.

4. Assignee shall indemnify, protect and defend Assignor and hold Assignor harmless from and against any and all Losses pertaining to the obligations and liabilities under the Assigned Contract to be performed or observed by Assignee thereunder to the extent arising from and after the Effective Date and any Assumed Purchase Agreement Obligations.

5. In any action or proceeding (whether judicial or non-judicial and whether arising at law or in equity) between Assignor and Assignee to enforce or interpret any of the covenants, conditions, agreements or provisions of this Assignment, the prevailing party in any such action or proceeding shall be entitled to recover all reasonable fees, costs and expenses incurred in connection with such action or proceeding, including, without limitation, attorneys' fees, charges, disbursements, court and filing fees and the fees and costs of expert witnesses.

6. This Assignment and the provisions hereof shall inure to the benefit of and be binding upon the parties to this Assignment and their respective successors, heirs and permitted assigns.

7. Each party agrees that it will execute and deliver such additional documents and take such additional actions as may be reasonably requested by the other party to consummate the transactions contemplated hereby.

8. Except as otherwise expressly set forth herein, Assignor and Assignee do not intend, and this Assignment shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.

9. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California, and may not be modified or amended except by written agreement signed by both Assignor and Assignee.

10. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall taken together be deemed one document.

11. The parties hereby agree that a PDF copy of each party's original signature to this Assignment delivered by electronic mail shall be effective as such party's signature to this Assignment.

12. Nothing in this Assignment alters or amends any covenants, agreements, representations, warranties, releases or indemnities set forth in the Purchase Agreement, all of which shall be independent of the terms and conditions of this Assignment.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNOR:

LIBRARY SQUARE ASSOCIATES, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:

BERINGIA CENTRAL LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

FIRST AMENDMENT
TO THE
MAINTENANCE OF THE CENTRAL LIBRARY LANDSCAPE AREAS AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES AND LIBRARY SQUARE ASSOCIATES, LLC

FIRST AMENDMENT to Contract Number 758, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through the Board of Library Commissioners (hereinafter referred to as the "City"), and Beringia Central LLC, a Delaware Limited Liability Company (hereinafter referred to as "Contractor"), with reference to the following:

WHEREAS, effective as of October 4, 2010, the City entered into Contract No. 758 wherein Library Square Associates, LLC (successor-in-interest to Maguire/Thomas Partners-Library Square, Ltd. and Maguire/Thomas Partners Development, Ltd.) ("Previous Contractor") agreed to maintain the Central Library Landscape Areas and vicinity including the Maguire Gardens (hereinafter referred to as the "Contract"); and

WHEREAS, the Contract provides for amendments; and

WHEREAS, the City and Contractor are now desirous of amending the Contract for the purpose of changing the original contracted name of Library Square Associates, LLC, a Delaware Limited Liability Company, to the new owner, Beringia Central LLC, effective upon the close of escrow; and

WHEREAS, the City agreed to a Consent of Assignment of the Contract to Contractor, providing that the Contractor satisfy the City's contracting requirements; and

WHEREAS, Beringia Central, LLC will assume rights, title, and interest in the agreement including the duties, covenants, obligations and liabilities of Library Square Associates, LLC; and

WHEREAS, the amendment is necessary and proper to continue or complete certain activities authorized under the Contract.

NOW THEREFORE, the City and Contractor agree that the Contract be amended as follows:

1. Replace Library Square Associates, LLC, a Delaware limited liability company or "MTP" with Beringia Central LLC, a Delaware liability company or "Beringia" throughout the Contract.
2. Replace Exhibits K, L, M, N, P, Q, R, S, T referencing MTP (Previous Contractor) with the same requirements and forms executed by Beringia

(Contractor). Exhibit P (Paragraph PSC-24) requires a Certificate of Liability Insurance, as approved by the City Administrative Office, Risk Management Division.

3. In the event of an inconsistency between any of the provisions of this First Amendment, Contract No. 758, all prior amendments, and/or attachments, the inconsistency shall be resolved by giving previous amendments precedence in the following order:
 - 1) First Amendment,
 - 2) Original Contract.
4. Except as amended by this First Amendment, all other terms and conditions of Contract No. 758 and its prior amendments shall remain in full force and effect.
5. This amendment is executed in four (4) duplicate originals, each of which is deemed to be an original. This amendment consists of three (3) pages.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

BOARD OF LIBRARY COMMISSIONERS BERINGIA CENTRAL LLC

By _____
MARSHA HIRANO-NAKANISHI
President

By: _____
Name: _____
Title: _____

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

CARMEN A. TRUTANICH, City Attorney

By _____
Basia Jankowski
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____


LOS ANGELES PUBLIC LIBRARY

EXHIBIT "D"

BOARD REPORT

May 9, 2013

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **APPROVAL OF AGREEMENT WITH RUSSELL PYLE FOR AUDIOVISUAL CONSULTANT SERVICES**

RECOMMENDATIONS:

THAT The Board of Library Commissioners adopt the following resolutions:

RESOLVED, That the Board of Library Commissioners determines that Russell Pyle is the best proposer to provide audiovisual consultant services, and;

FURTHER RESOLVED, That an independent contractor can perform the work set forth in this agreement for audiovisual services more feasibly than City staff, and;

FURTHER RESOLVED, That the City Librarian and the City Attorney be authorized to make technical changes to the agreement prior to execution, and;

FURTHER RESOLVED, that the President of the Board of Library Commissioners is authorized to execute the contract.

FINDINGS:

1. On February 14, 2013, the Board of Library Commissioners approved the issuance of a Request for Proposals (RFP) for the services of an Audiovisual Consultant.
2. The RFP was advertised on the City's Los Angeles Business Assistance Virtual Network (www.labavn.org). There were 42 prospective proposers who viewed the RFP and 2 downloaded the RFP documents. On March 28, 2013, the Library received one proposal submittal from Russell Pyle.
3. Russell Pyle has worked as the Audiovisual Consultant for the Los Angeles Public Library in the past. Russell Pyle has extensive technical experience with lighting, sound, equipment repair and maintenance.
4. The agreement requires the consultant to work a very flexible schedule, including weekends and many evenings, to meet the various needs of the events that are scheduled.

5. The term of this agreement is for two years with one year renewal option. Funds are available in the Library's Contractual Services Account.
6. The agreement has been reviewed by the Assistant City Attorney as to form.

Prepared by: Eloisa Sarao
Asst. Business Manager

Reviewed by: Kyle Millager
Business Manager

Kris Morita
Assistant General Manager

**AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND RUSSELL PYLE
FOR AUDIOVISUAL CONSULTANT SERVICES**

This Agreement is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "Library"), and Russell Pyle (hereinafter "Consultant").

WHEREAS, the Library has meeting rooms and other facilities available for public and private use which are equipped with sophisticated sound, lighting and audio-visual equipment; and,

WHEREAS, the Library requires the services of a Consultant to coordinate, direct and stage presentations, plan, direct, produce and manage sound, lighting, video computer, video interface, slide, films, and technical productions and maintenance and upgrades of equipment and venues throughout the Los Angeles Public Library system.

WHEREAS, the Board of Library Commissioners issued a Request for Proposals on February 15, 2013 for an Audiovisual Consultant for the Los Angeles Public Library and; and,

WHEREAS, Consultant's response is attached hereto as Exhibit B and incorporated herein by reference as though fully set forth herein, and;

WHEREAS, the Consultant's services are professional, expert, and technical and of a temporary and occasional character; and,

WHEREAS, it is more economical and feasible for the Consultant to perform such services for the Library; and,

WHEREAS, City desires to contract for the services of an Audiovisual Consultant; and,

WHEREAS, funds are available to provide Consultant services; and,

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and Agreements herein contained, the parties hereto agree as follows:

1.0 Said Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

- a. This Agreement; and
- b. The Request for Proposals for an Audiovisual Consultant issued on February 15, 2013, hereinafter Exhibit A
- c. Consultant's response to the Request for Proposals for an Audiovisual Consultant for Central Library and the completed attachments thereto as submitted in response to the Request for Proposals issued by the Library (hereinafter Exhibit B); and
- d. Standard Provisions for City Contracts (Exhibit C)
- e. Evidence of Insurance (Exhibit D)

All of which are on file in the office of the Board of Library Commissioners, and each of the parties hereto agree to carry out and fully perform each and all of the provisions of said documents which are required of it to be performed.

2.0 ORDER OF PRECEDENCE OF AGREEMENT DOCUMENTS

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement for an Audiovisual Consultant for Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

- a. The Agreement except for Exhibits A and B identified in 1.0 of this Agreement
- b. The Request for Proposals for an Audiovisual Consultant (Exhibit A)
- c. CONTRACTOR'S response to the Request for Proposals for an Audiovisual Consultant (Exhibit B)
- d. Standard Provisions for City Contracts, (Exhibit C).
- e. Evidence of Insurance (Exhibit D)

3.0 **CONSULTANT'S PERFORMANCE**

3.1 SCOPE OF WORK

Under the supervision of the Business Manager or his/her designee, the Consultant shall:

Coordinate, direct and stage presentations including, but not limited to, recitations, plays, musicals, mime, puppet, chamber music and meetings. Plan, design, direct, produce and manage sound, light, computer, video, slides, films and set arrangement and may coordinate construction projects. Establish the optimal artistic production capabilities of each Library venue. Recommend the most practical, suitable and economically feasible equipment needed for various events and productions and develop reliable and economically feasible sources for renting supplementary or complementary equipment which may be required.

Coordinate the use of appropriate freelance and/or other temporary personnel when and as needed to provide adequate stage support, and, schedule and train Library personnel on simple technical functions.

Consult with Library staff requiring professional, expert or technical advice relative to all types of stage venue productions.

Meet and interact with prospective corporate and governmental customers desiring to use Library facilities and equipment for meetings and events. Meet with artists to determine their production requirements.

Consultant will develop written instructions for use of audiovisual equipment and procedures for use of equipment in all Library venues. Provide written reports as needed.

Consultant will recommend scheme of work and equipment to improve the technical and audiovisual capabilities of library venues.

3.2 WORK SCHEDULE, ASSISTANCE AND PAYMENT

Consultant shall adjust his hours to best meet the demands of the programs or special events or productions within the Library Department, to assure the success of the presentations being made. If the Library desires the Consultant to work a specific event, Consultant is required to do so. If Consultant is not available to work an event, he must inform the Business Manager or his or her designee. In addition, Consultant shall set his schedule to coordinate with artists and Library staff requiring advice and assistance. Consultant shall submit to the Business Manager

a work schedule and will be available on call when necessary.

It is understood that Consultant may charge for work performed at \$65.00 per hour. The work week may fluctuate in the number of hours worked if there is no impact upon any productions or special events.

Reasonable miscellaneous expenses, not to exceed \$8,500 per year, shall be permitted for parking, telephone calls, materials, and minor or emergency production supplies or equipment if required.

Consultant shall submit invoices every two (2) weeks detailing costs, the productions or events worked on, and the time spent on each as well as reasonable expenses. Such invoice will be paid upon approval of the Business Manager or his/her designee.

4.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification provisions as required by the RFP shall be provided as Exhibit D of this Agreement, and as applicable by the Standard Provisions for City Contracts.

5.0 LIBRARY'S PERFORMANCE

Library will provide Consultant with an office, telephone, computer and supplies for the performance of the services to be provided under this Agreement.

6.0 TERM OF AGREEMENT

The term of this Agreement shall be for two years with one year renewal option. The initial term shall begin on July 1, 2013.

7.0 PAYMENT

The amount payable to Consultant during the term of this Agreement shall be \$65.00 per hour. Miscellaneous Expenses, as stated in Section 3.2 of this Agreement, shall not exceed \$8,500 per year.

Payment will not exceed the amount of funds available for such services.

8.0 BILLING AND INVOICES

- a. Contractor shall submit itemized invoices every two (2) weeks to the Library, indicating therein the services performed for which payment is requested. Payment of all invoices shall be subject to review and approval of Library management, which shall not be unreasonably withheld. Payment shall be for personnel listed in the Contractor's bid

submittal and project related expenses (Exhibit B), unless amended by both parties in a written document. Receipts shall be provided for all expenses for which Contractor requests reimbursement.

- b. To ensure that services provided under personal services contracts are measured against services as detailed in the contract, the Controller of the City of Los Angeles has developed policy requiring that specific supporting documentation be submitted with invoices. The contractor is required to submit invoices that conform to City Standards and include, at a minimum the following information:
 - i. Name and address of contractor
 - ii. Name and address of City Department being billed
 - iii. Date of invoice and period covered.
 - iv. Contract number or authority number.
 - v. Description of completed task and amount due for task, including:
 - Name of personnel working on task
 - Hours spent on task and time sheet supporting charges (if applicable).
 - Rate per hour and total due.
 - vi. Signature of a duly authorized officer.
- c. All invoices shall be submitted on contractor's letterhead, contain contractor's official logo, or other unique and identifying information such as the name and address of the contractor. Evidence that tasks have been completed, in the form of a report or other material shall be attached to all invoices. Invoices shall be submitted to the City by Contractor within thirty (30) days of service or monthly. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City manager. If invoice is insufficient or unsatisfactory, the City manager shall inform Contractor of any defect within ten (10) business days of receipt of the invoice from Contractor, and Contractor shall have five (5) business days to provide a corrected invoice to the City. Invoices shall be paid by the City no later than ninety (90) days after receipt by the City.
- d. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the contractor. The City will not compensate the contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approves demands before they are drawn on the Treasury.

9.0 OWNERSHIP

- a. Contractor acknowledges and agrees that all documents, publications, databases, videos, reports, analyses, studies, drawings, information, or data (hereinafter collectively referred to as "materials"), originated and prepared by contractor pursuant to the terms of this agreement, are "work made for hire" and shall become the property of the City for its use in any many manner it deems appropriate. Contractor assigns any and all of its respective interests and rights in such property to the City.
- b. All documents and records (hereinafter collectively referred to as "documents") provided by the City to Contractor shall remain the property of the City and must be returned to the City upon termination of this agreement or at the request of the City.
- c. The provisions of this article survive termination of this agreement.

10.0 DISCLOSURE INFORMATION

- a. All Documents and information provided to Contractor by the City are confidential. All Materials are to be considered confidential. Contractor agrees not to provide Documents or Materials, nor disclose their content or any information therein, either orally or in writing, to any other person or entity, except as authorized by the City or as required by law. Contractor shall immediately notify City representative of any attempt by a third party to obtain access to documents or materials.
- b. The provisions of this section survive termination of this Agreement.

11.0 AMBIGUITY

Any ambiguity in this Agreement shall not be interpreted against any one party by virtue of that party being drafter of the Agreement

CONTRACT NO.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

BOARD OF LIBRARY COMMISSIONERS

RUSSELL PYLE

By _____
MARSHA HIRANO-NAKANISHI
President

By: _____
RUSSELL PYLE

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

CARMEN A. TRUTANICH, City Attorney

By _____
Basia Jankowski
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

**MATTERS PENDING
BOARD OF LIBRARY COMMISSIONERS
MAY 9, 2013**

<u>SUBJECT</u>	<u>SCHEDULED FOR BOARD MEETING</u>
1. QUARTERLY COMPARATIVE STATISTICS REPORT ON SERVICES & GOALS	MAY 2013
2. STRATEGIC PLAN PRESENTATION	JUNE 13, 2013
3. REPORT ON COST OF HIRING AND BENEFITS FOR FULL TIME, HALF-TIME, PART-TIME, AND AS-NEEDED EMPLOYEES	PENDING
4. REPORT ON LIBRARY MATERIALS BUDGET ALLOCATION	PENDING

COMMISSIONERS' OVERSIGHT RESPONSIBILITY

Library Foundation of Los Angeles

- PRESIDENT MARSHA HIRANO-NAKANISHI
- VACANT

Board Policies

- PRESIDENT MARSHA HIRANO-NAKANISHI